

Property Management Agreement -

This Agreement is made and entered into this date of _____ between _____ (Owner) and _____ Better Properties Solutions INC. _____ (Manager).

Owner employs the services of BPS Manager to manage, operate, control, rent and lease the following property:

RESPONSIBILITIES OF A MANAGER

Owner hereby appoints Better Properties Solutions Manager as his lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

A. Collection and Disbursement. BPS Manager agrees to collect all rents as they become due; to render to Owner a monthly accounting of rents received. BPS Manager agrees to collect the rents from the tenant and to deposit rental funds into owners banking account or as instructed by the Owner on or before the 7th day of the current month, provided, however, that the rent has been received from the tenant.

B. Maintenance and Labor. BPS Manager agrees to offer vendor service providers to help maintain & repair the property as needed by the tenants & owner. The home owner to hire and to supervise all employees that shall be needed of any labor and repairs needed. All services to be paid directly from homeowners not Better Properties Solutions. Owners can have a pre-paid VISA/MASTERCARD left at Brokerage to pay for needed repairs if out of the area. Any Monies that shall be spent will be approved first by homeowners and receipts shall be provided once completed. BPS takes on no liability or responsibility to outside vendors that do repairs on your home.

C. Advertisement and Legal Proceedings. BPS Manager agrees to advertise for tenants, have On-Site.COM screen tenants and help select tenants of suitable credit worthiness. BPS Manager will set rents that in the opinion of the BPS Manager at the time of the rent negotiations with the tenant, reflect the market conditions of that time and approximate rents of comparable rental properties, unless expressly instructed in writing by the Owner to the BPS Manager to the contrary, as to the amount of the initial rent and any subsequent increases as may from time to time be appropriate. BPS Manager agrees to rent and to lease the property; have homeowners sign, renew and to cancel rental agreements and leases for the property or any part thereof. Home owner understands that BPS does not sue and recover for rent and for loss or damage to any part of the property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal lawsuits or proceedings. Any legal fees & documentation shall be handled outside of this Management Agreement. We do have eviction vendors if homeowners have that unfortunate event happen during the tenancy.

LIABILITY OF BPS MANAGER

Owner hereby agrees to hold BPS Manager harmless from, and to defend BPS Manager against, any and all claims, charges, debts, demands and lawsuits. Owner agrees to pay BPS Manager's attorney's fees related to BPS Manager's management of the herein-described property and any liability for injury on

or about the property which may be suffered by any employee, tenant or guest upon the property. Owner agrees to maintain sufficient and prudent all risks property insurance and that the BPS Manager shall be an additionally named insured. Owner shall provide a copy of such insurance policy to the BPS Manager for the BPS Manager's records.

COMPENSATION OF MANAGER

Owner agrees to pay the BPS Manager 50% of 1st month rent out of rental commissions & \$75.00 per Month _ as a fee for managing the property; which fees, plus any additional advertising or photographer expenses, may be deducted by the BPS Manager from rents, and further agrees to abide by the conditions set forth by the BPS Manager to the tenant on the Owner's behalf.

TERMS OF AGREEMENT

This Agreement shall be effective as of the date of ___11/01/2011_____, and shall expire on the date of _____. Upon expiration of the above initial term, this Agreement shall automatically be renewed and extended for a like period of time unless terminated in writing by either party by providing written notice ___30___ days prior to the date for such renewal. This Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination Owner shall pay to BPS Manager any fees, commissions and expenses due BPS Manager under terms of this Agreement, which are owing to BPS Manager. In the event of the premises not renting within a 90-day period of entering into this agreement, or of a [vacancy](#) continuing for a period of longer than 90 days, Owner reserves the right to declare this agreement void.

SUCCESSORS AND ASSIGNS

This BPS [Property Management](#) Agreement shall be binding upon and inure to the benefit of the successors and assigns of BPS Manager and the heirs, administrators, successors, and assigns of the Owner. Notwithstanding the preceding sentence, BPS Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, BPS Manger shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

This document represents the entire BPS Property Management Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto hereby execute this BPS Property Management Agreement on the date first above written.

Owner Signature

Better Properties Solutions Inc. Signature